

GOLD STAR
CITY OF ROCHESTER HILLS

CLASS C LIQUOR LICENSE APPLICATION

APPLICANT'S CHECK LIST FOR SUBMISSION

- Completed Application
 - Listing of Corporation/Partners
 - ~~NA~~ Building/Site Plans - existing - on file
 - Financial Statement
 - Lease Agreement (if applicable)
 - Menu
 - ~~TBA~~ Training Policy will be completed and all trained upon receipt
 - Fingerprints
 - ~~NA~~ Dance/Entertainment Agreement (if applicable)
-

CITY OF ROCHESTER HILLS

CLASS C LIQUOR LICENSE APPLICATION

Date: 2/06/2012

- New Class C License
- Transfer Class C License
- Dance Permit
- Entertainment Permit
- Dance Entertainment Permit

Applicant's Name: Uncle Sam's, Inc. Phone No. (248) 652-2478
 Address: 650 S. Rochester Rd. City Rochester Hills ST MI
 Age: _____ Citizenship: _____ Date of Birth 1996 Birthplace: _____
 If naturalized, year and place: _____

If a partnership, please complete the following:

Partner's Name: NA Phone No. _____
 Address: _____ City _____ ST _____
 Age: _____ Citizenship: _____ Date of Birth _____ Birthplace: _____
 If naturalized, year and place: _____

Manager's Name: PAUL HARRIS Phone No. (248) 652-2478
 Address: 318 Ridgewood Rd City Rochester ST MI
 Age: 46 Date of Birth: 02/08/1966

If a corporation, the names, addresses of the officers and directors, date of birth and age of each:

PAUL HARRIS DOB: 2/08/1966 318 Ridgewood Rd
 - PRESIDENT Rochester, MI 48306
 - SECRETARY
 - TREASURER Age: 46

Liquor License Application

Location of Proposed License: GOLD STAR Family Restaurant, 6505 Rochester Rd.

Does applicant presently own the premises? NO
If not, name of owner of premise: SAM HARRIS, (SINCE 1976)

Legal Description of Property (Sidwell #) 70-15-15-429-037

Length of time business has been in operation: 15 years, July 1 1996

Has applicant ever been convicted of a felony? Yes No X

If convicted of felony, explain: _____

Has applicant previously applied for liquor license? Year requested: NO

Location of business: _____

Was liquor license granted: _____

Have any of the applicants or persons listed above been convicted of a violation of federal or state law concerning the manufacture, possession or sale of alcoholic beverages? Yes No X

Name of person _____

What is the applicant's current business? GOLD STAR Family Restaurant, Sit down diner

Length of time in named business? 15 years, July 1 1996

List all uses in addition to sale of alcoholic beverages: Sit down & Carry Out diner.
FULL SERVICE FAMILY RESTAURANT

Does applicant presently operate a restaurant? Yes X No
Name and address of restaurant: GOLD STAR Family Restaurant 6505 Rochester Rd.

Does applicant presently hold a Class C liquor license? Yes No X
Name and address of restaurant: _____

List record and history of any liquor license violations by the applicant for preceding ten (10) years
NA, no history of violations.

Record history of any liquor license violations by the corporation or by a parent of subsidiary corporation of the applicant for the immediate preceding ten (10) years

NA, NO HISTORY OF VIOLATIONS.

| <u>Proposed Liquor Establishment:</u> | <u>Existing Building</u> | <u>New Construction</u> / <u>DUA</u> |
|---------------------------------------|----------------------------|--------------------------------------|
| Size of Site: | <u>.64 acres / 126x250</u> | |
| Size of Building: | <u>2100 sq. ft.</u> | |
| Size of Kitchen: | <u>≈ 1000 sq. ft.</u> | |
| Seating Capacity: | <u>85</u> | |
| Size of Dance Floor, if any: | <u>- NA -</u> | |
| Percentage of Floor Area for Dining: | <u>≈ 52%</u> | |
| Percentage of Floor Area for Bar: | <u>0%</u> | |
| Present Zoning: | <u>B2</u> | |
| Required Zoning: | | |
| Cost of Remodeling: | <u>- 0 -</u> | |
| Cost of Construction: | <u>- 0 -</u> | |
| Estimated Dates of Construction | Start: <u>NA</u> | Completion: <u>NA</u> |

Total cost to be expended by licensee for the licensed premises: EXISTING NO ADDITIONAL COST.

Building Plans Submitted - 1 Sets Required: Number of Copies Enclosed: _____

Site Plans Submitted - 6 Sets Required: Number of Copies Enclosed: _____

Do Site Plans show off-street parking and lighting? Yes _____ No _____

Please note building department could not locate copy of original site plan. Letter stating this included in packet.

Describe the proposed character/type of establishment (e.g. theme, entertainment, food)

The existing theme is as a full service sit down diner specializing in the preparation and serving Greek and American cuisine. Currently open for breakfast, lunch, and dinner from 7:00am until 9:00pm. Should we be granted liquor license it will be used to supplement and enhance the current theme.

Describe the proposed full food menu:

Continued use of existing menu (enclosed in packet). Full menu offering breakfast, lunch, and dinner. Specializing in Greek and traditional home-cooked meals.

Proposed menu attached: Yes No

Describe the surrounding neighborhood and explain how the proposed establishment fits this location in Rochester Hills.

Existing restaurant operating in Rochester Hills since 1976. Property/building has been owned by father (Sam Harris) continuously since July 1976. Located on Rochester Road surrounded by mostly commercial property including auto dealers, retail, fast food operations, as well as bars and other full service restaurants.

Revenues: Provide a breakdown of the anticipated revenues from food, alcoholic beverages and other revenues (copy must be attached): anticipate 85-90% food / 10-15% alcohol

Evidence of Financial Responsibility:

Amount of Funds supplied by Principals: cost of License/Training 100%
Amount of Funds to be Financed: 0 / NA
Name of Financer/Phone Number: NA

Personal References/Phone Number:

Linda Kaye Davis - Kirksey (248) 425-1960
Dave Semrau (Coaches, DeWitt School) 800-256-9559
Randy Secantine (248) 318-0287

Business References/Phone Number:

Russ Shelton (248) 651-5500
John Fox (248) 651-1000
John Davis (Powers Food) (313) 967-4740

Has applicant completed a certified training program? Yes ___ No

Have employees completed a certified training program? Yes ___ No

Names and addresses of those completing program

All necessary training to be completed; should approval
for license be granted.

Applicant understands that should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny applicant's request or revoke any approvals.

I (We) Paul Harris
affirm I (We) will not violate any of the laws of the State of Michigan or of the United States or any ordinances of the City of Rochester Hills in the conduct of my (our) business, and acknowledge receipt of a copy of Chapter 6, Alcoholic Liquor of the Rochester Hills Code of Ordinances.

I hereby certify the above information to be true and accurate to the best of my (our) knowledge.

Paul Harris
Applicant Signature/Date

Applicant Signature/Date

This application is not considered complete until applicant has made contact with the Rochester Hills Contingent of the Oakland County Sheriff's Department and complied with fingerprinting and any other necessary requirements of the Oakland County Sheriff's Department.



KALLAS
C O M P A N Y

1500 Penobscot Bldg.
Detroit, MI 48226
(313) 962.6000
FAX 963.8379

First in

Professional Services

For the Restaurant

And Bar Owner

Complete Bookkeeping

Computer Payroll

June 2, 2004

Re: Uncle Sam's, Inc.

To Whom It May Concern:

Let it be known that Paul Harris is the President, Secretary, and Treasurer. Paul Harris has held these positions since 1/1/98. He has filed all corporate tax returns to reflect this status since that date.

James Humenik, Jr.

James Humenik, Jr.

Corporate Tax Manager
Kallas Company

| | |
|---|--|
| DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES, CORPORATION DIVISION | |
| Date Received | (FOR BUREAU USE ONLY) FILED 1.3V 02 2011 by Administrator Bureau of Commercial Services |
| | Tran Info:1 17193887-1 10/31/11 Chk#: 3883 Amt: \$10.00 ID: 365597 |
| EXPIRATION DATE: DECEMBER 31, 2016 | |

CERTIFICATE OF RENEWAL OF ASSUMED NAME

For use by Corporations

(Please read information and instructions on reverse side)

365597

Identification Number

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations) or Act 162, Public Acts of 1982 (nonprofit corporations), the corporation in Item one executes the following Certificate:

1. The corporate name, resident agent, and mailing address of the registered office are:

UNCLE SAM'S, INC.

PAUL HARRIS
650 S ROCHESTER RD
ROCHESTER MI 48307

2. The assumed name under which business is transacted is:

GOLD STAR FAMILY RESTAURANT

3. The registration of the assumed name is extended for a period expiring on December 31 of the fifth full calendar year following the year in which this renewal is filed, unless sooner terminated.

4. The document is hereby signed as required by the Act.

Signed this 25th day of SEPTEMBER, 2011

By 
(Signature of an Authorized Officer or Agent)

PAUL HARRIS
(Type or Print Name)

DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
 PROFIT CORPORATION INFORMATION UPDATE



2011

Due May 15, 2011

File Online at www.michigan.gov/fileonline

| | | |
|--|---------------------------------------|--|
| Identification Number 365597 | Corporation name UNCLE SAM'S, INC. | FILED |
| Resident agent name and mailing address of the registered office PAUL HARRIS 650 S ROCHESTER RD ROCHESTER MI 48307 | | APR 15 2011 RECEIVED FEB 18 2011 DLEG \$25.00 by Department Bureau of Commercial Services |
| The address of the registered office 650 S ROCHESTER RD ROCHESTER MI 48307 | | For Bureau use only Fee Received <input type="checkbox"/> \$25 before May 16 <input type="checkbox"/> \$35 (May 16 - 31) <input type="checkbox"/> \$45 (June 1 - 30) <input type="checkbox"/> \$55 (July 1 - 31) <input type="checkbox"/> \$65 (Aug 1 - 31) <input type="checkbox"/> \$75 after August 31 |

To certify there are no changes from your previous filing check this box and proceed to item 6. If the resident agent and/or registered office has changed complete items 1-6. If only officer and director information has changed complete items 4-6.

| | |
|--|-------------------|
| 1. Mailing address of registered office in Michigan (may be a P.O. Box) | 2. Resident Agent |
| 3. The address of the registered office in Michigan (a P.O. Box may not be designated as the address of the registered office) | |
| 4. Describe the general nature and kind of business in which the corporation is engaged: | |

| 5. | NAME | BUSINESS OR RESIDENCE ADDRESS |
|-----------------------------|----------------------|-------------------------------|
| | President (Required) | |
| If different than President | Secretary (Required) | |
| | Treasurer (Required) | |
| | Vice - President | |
| If different than Officers | Director | |
| | Director | |
| | Director | |

| | | | |
|---|----------------------|--------------------------|---|
| 6. Signature of authorized officer or agent <i>Paul Harris</i> | Title <i>Pres</i> | Date <i>2/16/2011</i> | Phone (Optional) <i>(248) 652-2478</i> |
|---|----------------------|--------------------------|---|

Filing fee \$25
Report due May 15, 2011.
 If received after May 15, penalty fees will be assessed.

Please make your check or money order payable to the State of Michigan.
 Include payment with completed report in the same envelope.
 Return to: Department of Energy, Labor & Economic Growth
 Bureau of Commercial Services, Corporation Division
 P.O. Box 30481
 Lansing, MI 48909
 (517) 241-6470

If more space is needed additional pages may be included. Do not staple any items to report. This report is required by Section 911, Act 284, Public Acts of 1972, as amended. Failure to file this report may result in the dissolution of the corporation. Late filing will result in penalty fees.

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

| | | |
|--|--------------------|--|
| Date Received DEC 5 - 1996 | | (FOR BUREAU USE ONLY) |
| ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION <i>Kathy</i> | | FILED DEC 09 1996 Administrator MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES CORPORATION, SECURITIES & LAND DEVELOPMENT EFFECTIVE DATE: |
| Name KALLAS COMPANY | | |
| Address 1500 PENOBSCOT BLDG. | | |
| City DETROIT | State MI | ZIP Code 48226 |

Document will be returned to the name and address you enter above.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Corporations
(Please read information and instructions on last page)

Pursuant of the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1992 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: **UNCLE SAM'S, INC.**

2. The corporation identification number assigned by the Bureau is:

3 6 5 - 5 9 7

3. The location of the registered office is:

4903 ALTON RD.

TROY

Michigan

48098

(STREET ADDRESS)

(CITY)

(ZIP CODE)

4. Article **IV** of the Articles of Incorporation is hereby amended to read as follows:

1. The address of the Registered Office is: **650 S. Rochester Rd. Rochester, MI 48307**

2. The mailing address is: **650 S. Rochester Rd. Rochester, MI 48307**

3. The name of the Registered Agent is: **PAUL HARRIS**
resident

~~4a. Article V of the Articles of Incorporation is hereby amended to read as follows:
The name(s) and address(es) of the incorporator(s) is (are) as follows:~~

~~1. PAUL HARRIS - President 4903 Alton Rd. Troy, MI 48098~~

~~2. ILIAS GIANNOPoulos - Vice-president 4217 Macrae Sterling Heights, MI 48313~~

5. COMPLETE SECTION (a) IF THE AMENDMENT WAS ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS OR TRUSTEES; OTHERWISE, COMPLETE SECTION (b)

a. The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, 19 _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the board of directors or trustees.

Signed this _____ day of _____, 19 _____.

| | |
|-------------------------------|-------------------------------|
| _____ (SIGNATURE) | _____ (SIGNATURE) |
| _____ (TYPE OR PRINT NAME) | _____ (TYPE OR PRINT NAME) |
| _____ (SIGNATURE) | _____ (SIGNATURE) |
| _____ (TYPE OR PRINT NAME) | _____ (TYPE OR PRINT NAME) |

b. The foregoing amendment to the Articles of Incorporation was duly adopted on the 1st day of

August, 19 96. The amendment: (check one of the following)

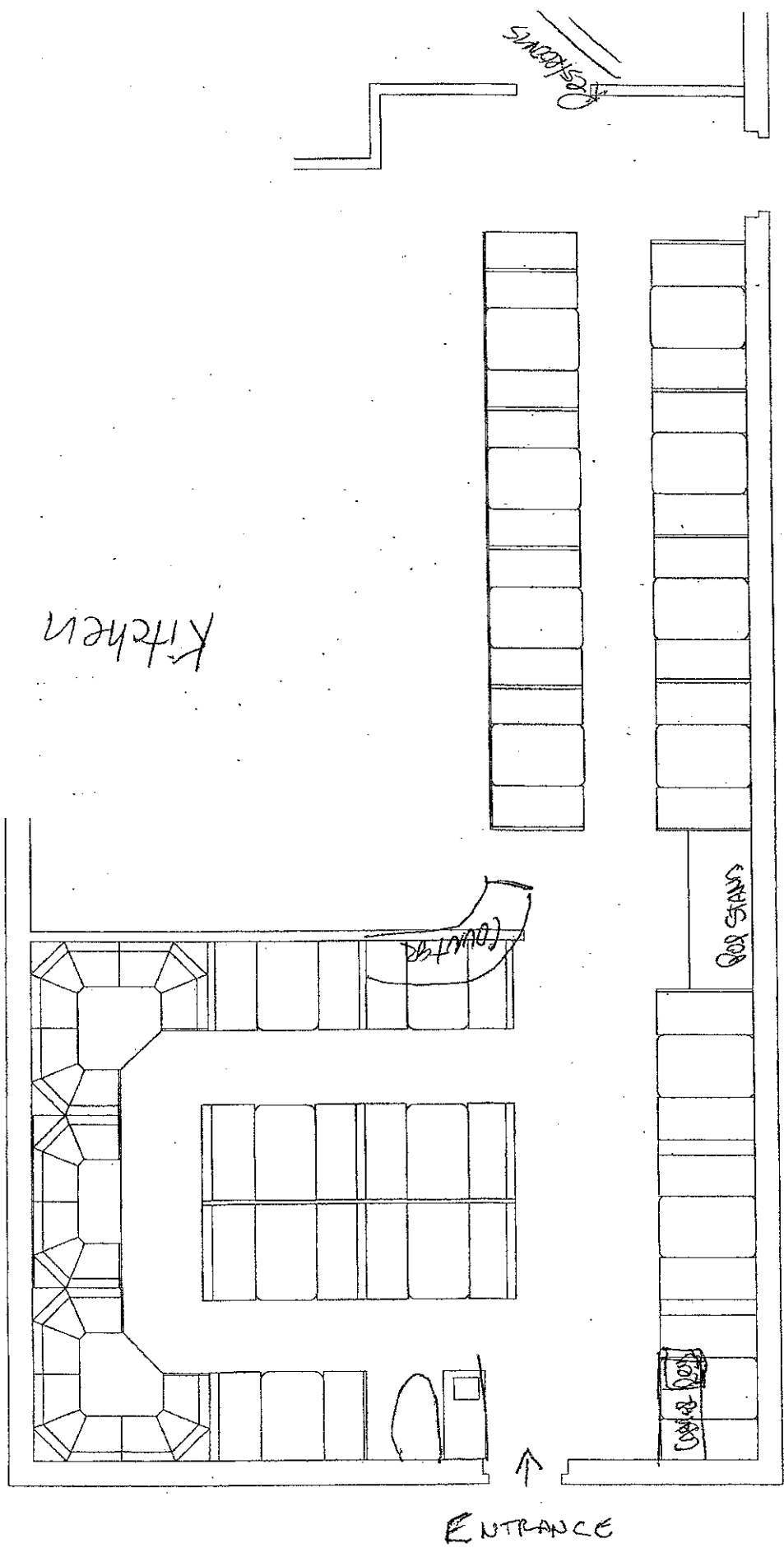
- was duly adopted in accordance with Section 611(2) of the Act by the vote of the shareholders if a profit corporation, or by the vote of the shareholders or members if a nonprofit corporation, or by the vote of the directors if a nonprofit corporation organized on a nonstock directorship basis. The necessary votes were cast in favor of the amendment.
- was duly adopted by the written consent of all the directors pursuant to Section 525 of the Act and the corporation is a nonprofit corporation organized on a nonstock directorship basis.
- was duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, and Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- was duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, and Section 407(2) of the Act if a profit corporation.

Signed this 3RD day of DECEMBER, 19 96.

By Paul Harris
(ONLY SIGNATURE OF: PRESIDENT, VICE-PRESIDENT, CHAIRPERSON OR VICE-CHAIRPERSON)

PAUL HARRIS
(TYPE OR PRINT NAME)

PRESIDENT
(TYPE OR PRINT TITLE)



RESTROOMS

Kitchen

COUNTER

BOX STAYS

CLOSET DOOR

ENTRANCE

DETROIT REAL ESTATE BOARD FORM-BUSINESS PROP. RTY LEASE

Form 113

NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES' RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRU IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR TI LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTAN FROM A LAWYER OR OTHER QUALIFIED PERSON.

(1) This Lease Made this 1st day of July 1996 by and between Sam Harris and Bessie Harris, Trustees under Harris Family Living Trust dated November 20, 1991,

the Lessor, hereinafter designated as the Landlord, and Uncle Sam's, Inc.,

the Lessee, hereinafter designated as the Tenant.

(2) WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreement to be performed by the Tenant, does hereby lease unto the Tenant the following described premises situated in the City of Rochester Hills, County of Oakland, State of Michigan,

to-wit:

650 S. Rochester Road
Rochester Hills, Michigan

(3) For the term of ten (10) years from and after the 1st day of July 1996 fully to be completed and ended, the Tenant yielding and paying during the continuance of this lease unto the Landlord for rent of said premises for said term, the sum of Three hundred sixty-six thousand and no/100

(\$ 366,000.00---) in lawful money of the United States payable in monthly installments in advance, upon the 1st day of each and every month as follows:-- \$3,000.00 per month for months 1-60 and \$3,100.00 per month for months 60-120.

(4) The Tenant hereby hires the said premises for the said term as above mentioned and covenants well and truly to pay, or cause to be paid unto the Landlord at the dates and times above mentioned, the rent above reserved.

(5) In addition to the rentals hereinbefore specified, the Tenant agrees to pay as additional rental any increase on premiums for insurance against loss by fire that may be charged during the term of this lease on the amount of insurance now carried by the Landlord on the premises and on the improvements situated on said premises, resulting from the business carried on in the leased premises by the Tenant or the character of its occupancy, whether or not the Landlord has consented to the same.

(6) If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at his option make such payment or expenditure, in which event the amount thereof shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day together with interest at 12 % per annum from the date of such payment or expenditure by the Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent.

(7) All payments of rent or other sums to be made to the Landlord shall be made at such place as the Landlord shall designate in writing from time to time.

(8) The Tenant covenants not to assign or transfer this lease or hypothecate or mortgage the same or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate his lease and to re-enter and repossess the leased premises.

(9) The Tenant agrees that if the estate created hereby shall be taken in execution, or by other process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in such event this lease may be canceled at the option of the Landlord.

(10) The Landlord reserves the right to subject and subordinate this lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said premises and on the land and buildings of which the said premises are a part or upon any buildings hereafter placed upon the land of which the leased premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instrument or instruments for and in the name of the Tenant.

Use and
Occupancy

(11) It is understood and agreed between the parties hereto that said premises during the continuance of this lease shall be used and occupied for a restaurant and for no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this agreement the Landlord may at his option terminate this lease forthwith and re-enter and repossess the leased premises

Fire

(12) It is understood and agreed that if the premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good tenable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, until the same shall be restored to a tenable condition; provided, however, that if the Tenant shall fail to adjust his own insurance or to remove his damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased premises shall result from the negligence or willful act of the Tenant, his agents or employees, and provided further that if the Tenant shall use any part of the leased premises for storage during the period of repair a reasonable charge shall be made therefor against the Tenant, and provided further that in case the leased premises, or the building of which they are a part, shall be destroyed to the extent of more than one-half of the value thereof, the Landlord may at his option terminate this lease forthwith by a written notice to the Tenant.

Repairs

(13) The Landlord after receiving written notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary workmen therefor agrees to keep in good order and repair the roof and the four outer walls of the premises but not the doors, door frames, the window glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or window casings, window frames and windows, or any attachment thereto or attachments to said building or premises used in connection therewith.

Insurance

And the Tenant agrees to keep the plate glass insured with a responsible Insurance Company in the name of the Landlord and to deliver the policy or policies to the Landlord and upon his failure to do so the Landlord may place such insurance and charge the same to the Tenant as so much additional rent as provided in Paragraph 6; but the failure on the part of the Landlord to place such insurance does not release the Tenant of the liability.

Tenant to
Indemnify

(14) The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said leased premises from any cause whatsoever; and Tenant will procure and keep in effect during the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of Five hundred thousand and no/100 ^{\$1,000,000.00} ~~(\$500,000.00)~~ dollars ----- for damages resulting to one person and TWO ^{One million and no/100} ~~(\$2,000,000.00)~~ dollars ----- for damages resulting from one casualty, and Three hundred thousand and no/100 ^(\$300,000.00) ~~(\$300,000.00)~~ dollars ----- property damage insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do the Landlord may at his option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

Repairs and
Alterations

(15) Except as provided in Paragraph 13 hereof, the Tenant further covenants and agrees that he will, at his own expense, during the continuation of this lease, keep the said premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alterations, additions or improvements to said premises without the Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the premises at the termination of this lease, without molestation or injury.

The Tenant covenants and agrees that if the demised premises consists of only a part of a structure owned or controlled by the Landlord, the Landlord may enter the demised premises at reasonable times and install or repair pipes, wires and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of other parts of the Landlord's building.

Eminent
Domain

(16) See addendum.

Reservation

(17) The Landlord reserves the right of free access at all times to the roof of said leased premises and reserves the right to rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial, or use the roof for any purpose without the consent in writing of the Landlord.

Care of
Premises

(18) The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep premises under his control (including adjoining drives, streets, alleys or yards) clean and free from rubbish, dirt, snow and ice at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said premises and have rubbish, dirt and ashes removed and the side walks cleaned, in which event the Tenant agrees to pay all charges and that the Landlord shall pay for hauling rubbish, ashes and dirt, or cleaning walks. Said charges shall be paid to the Landlord by the Tenant as soon as bill is presented to him and the Landlord shall have the same remedy as is provided in Paragraph 6 of this lease in the event of Tenant's failure to pay.

Condition
of Premises
at Time of
Lease

(19) The Tenant shall at his own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations or ordinances of all municipal, County and State authorities affecting the premises hereby leased and the cleanliness, safety, occupation and use of same.

(20) The Tenant further acknowledges that he has examined the said leased premises prior to the making of this lease, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord, or his agent, which are not herein expressed, and the Tenant hereby accepts the leased premises in their present condition at the date of the execution of this lease.

(21) The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the premises hereby leased or any part of the building of which the leased premises are a part or for any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking of water, gas, sewer or steam pipes.

new lease with the Tenant's proposed assignee or subtenant or with others.

48. NET RENTAL

Landlord and Tenant intend, excluding repair costs of structural defects, that the minimum net rental shall be net to Landlord so that this Lease shall yield net to Landlord, not less than the minimum net rent specified in Paragraph 3 hereof during the term of this Lease, and that all costs, expenses and charges of every kind and nature relating to the demised premises which may be attributable to, or become due during the term of this Lease, shall be paid by Tenant and that Landlord shall be indemnified and saved harmless by Tenant from and against the same.

49. LIENS

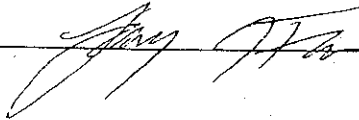
After the commencement of the term of the Lease, the Tenant will keep the premises free of liens of any sort and will hold the Landlord harmless from any liens which may be placed on the premises except those attributable to the acts of the Landlord.

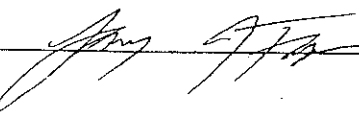
50. LATE CHARGES

If any installment of rent is not received within five (5) days of due date or any other sum due from Tenant is not received by Landlord within fifteen (15) days after receipt of Landlord's invoice for same, Tenant shall pay to Landlord a late charge equal to \$50.00 per day for each day past due date. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

Signed and delivered this 1st day of July, 1996.

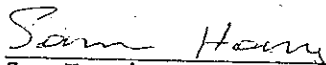
IN THE PRESENCE OF:



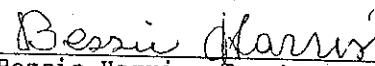


LANDLORD:

Harris Family Living Trust



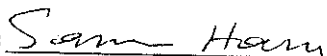
Sam Harris, Trustee



Bessie Harris, Trustee

TENANT:

Uncle Sam's, Inc.

By: 

Sam Harris
Its: President

AMENDMENT TO LEASE
DATED JULY 1, 1996

Notwithstanding anything in the Lease to the contrary, the Landlord and Tenant agree as follows:

1. Paul Harris and Ilias Giannopoulos have acquired the shares of stock of the Tenant from Sam Harris and each has executed a Promissory Note to Sam Harris. The Tenant has guaranteed the payment of the Notes. Paul Harris and Ilias Giannopoulos individually and on behalf of the Tenant, agree that a default under both Notes shall constitute a default under this Lease and a default under this Lease shall constitute a default under the Notes and entitle Sam Harris to accelerate the balances of same.

Executed this 24th day of July, 1996.

LANDLORD:

Harris Family Living Trust

Sam Harris
Sam Harris, Trustee

Bessie Harris
Bessie Harris, Trustee

TENANT:

Uncle Sam's, Inc.

By: Paul Harris
Paul Harris, Individually
and on behalf of Uncle Sam's, Inc.

By: Ilias Giannopoulos
Ilias Giannopoulos, Individually
and on behalf of Uncle Sam's, Inc.

[Signature]

[Signature]

Sam Harris

AMENDMENT TO LEASE

Notwithstanding anything else in the Lease Agreement to the contrary, the undersigned Landlord and Tenant agree as follows:

1. Commencing April 1, 2009, the monthly rental payment shall be reduced from \$3,300.00 per month to \$3,000.00 per month. This reduction shall be for a period of up to two (2) years from the date hereof and shall be considered a deferral of the \$300.00 per month differential.

2. In the event the economy and/or business of the Tenant do not improve significantly within said two (2) year period, the Landlord shall have the option of waiving the deferred rent balance. The Landlord shall have no obligation to do so.

3. Except as modified hereby, the Lease Agreement remains valid and enforceable.

Landlord:
Harris Family Trust

By: Sam Harris 3/30/09
Sam Harris, Co-Trustee

By: Bessie Harris 3/30/09
Bessie Harris, Co Trustee

Tenant:
Uncle Sam's, Inc.

By: Paul Harris 3/30/09
Paul Harris, President

SECOND AMENDMENT TO LEASE

Notwithstanding anything else in the Lease Agreement to the contrary, the undersigned Landlord and Tenant agree as follows:

1. Commencing March 1, 2011, the monthly rental payment shall be reduced from \$3,000.00 per month to \$2,500.00 per month. This reduction shall be for a period of three (3) years from the date of commencement thereof. This reduction shall be considered a deferral of the \$500.00 per month differential.

2. In the event the economy and/or business of the Tenant do not improve significantly within said three (3) year period, the Landlord shall have the option of waiving the deferred rent balance. The Landlord shall have no obligation to do so.

3. Except as modified hereby, the Lease Agreement remains valid and enforceable.

Landlord:
Harris Family Trust

By: Sam Harris
Sam Harris, Co-Trustee

By: Bessie Harris
Bessie Harris, Co Trustee

Tenant:
Uncle Sam's, Inc.

By: Paul Harris
Paul Harris, President

FORBEARANCE AGREEMENT

For good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned parties agree as follows:

1. The Harris Family Living Trust dated November 20, 1991 is currently the holder of a Promissory Note which was executed on February 24, 1996 by Illias Giannopoulos and which was assigned to Paul Harris as Payor on December 15, 1999. The principle balance due on said Note as of March 15, 2011 is \$39,762.72.

2. Paul Harris also is the Payor of a certain Promissory Note dated February 24, 1996 payable to The Harris Family Living Trust which has a current principle balance as of March 15, 2011 of \$35,127.64.

3. The Harris Family Living Trust hereby agrees to forbear any enforcement of the Note which was assigned to Paul Harris by Illias Giannopoulos until such time as the Note of Paul Harris to the Trust is paid in full.

4. Any default under the Note which Paul Harris owes directly to the Trust shall constitute a violation on his behalf of this Forbearance Agreement and entitle The Harris Family Living Trust enforce the terms of the Illias Giannopoulos Note.

5. This Forbearance Agreement shall bind and inure to the benefit of the representatives, successors and assigns of the parties hereto.

Executed this 31 day of MARCH, 2011.

Harris Family Trust

By: Sam Harris
Sam Harris, Co-Trustee

By: Bessie Harris
Bessie Harris, Co Trustee

Paul Harris
Paul Harris, Obligor

Children's Menu

(under 10 years of age)

*Children's orders not available for carry out.



BREAKFAST served w/ (1) small glass of milk or juice

French Toast or Pancakes 3.15

French Toast or Pancakes 3.75

served with choice of either (2) bacon, or (2) sausage, or slice of ham

One Egg* (Prepared any style) 2.35

served with potatoes and toast

One Egg* (Prepared any style) 2.95

served with choice of either (2) bacon, or (2) sausage, or slice of ham

W/ MILK OR JUICE served w/ (1) small glass of milk or juice

Hamburger* with French Fries 3.70

Cheeseburger* w/ French Fries 3.95

Hot Dog with French Fries ... 2.85

Grilled Cheese w/ French Fries . 2.85

Spaghetti or Mostaccioli

with Meat Sauce 3.85

Veal Cutlet w/ Mashed Potatoes.3.95

Marinated Chicken Breast

w/ choice of potato 4.25

Chicken Strips w/ French Fries . 3.90

Fried Fish with French Fries ... 3.95

On the Side



Feta Cheese 2.35

French Fries 1.95

American Fries .. 1.95

Mashed Potatoes 1.95

Rice Pilaf 1.95

Vegetable 1.75

(with meal... add .90)

Apple Sauce 1.75

Beverages



Freshly Brewed Coffee 1.35

Fresh Brewed Decaf Coffee ... 1.35

Cappuccino 2.00

Hot Tea 1.45

Hot Chocolate 1.30

Iced Tea (One Refill) 1.50

Lemonade (One Refill) 1.50

Soft Drinks (One Refill) 1.50

Milk 1.60

Desert

Assorted Fruit Pies 1.95

Pie a la Mode 2.30

Assorted Cream Pies 2.25

Jello 1.70

Rice Pudding 1.85

Tapioca 1.85

Ice Cream Sm. 1.20 / Lg. 1.80

Sundaes 2.50

Milk shakes 2.50

BREAKFAST



Breakfast Special 5.00

two x-large eggs with (2) rashers of bacon, (2) sausage links, sliced ham and pineapple

Two Eggs 3.00

Two Eggs w/ sausage, bacon or ham .4.50

Two Eggs w/ corned beef hash ... 4.90

(potatoes not included)

Two Eggs w/ canadian bacon 4.75

Two Eggs w/ sausage patties 5.00

*Cooked to order upon request.

Gold Star Big Breakfast 5.40

two x-large eggs (3rd egg free upon request) with (3) rashers of bacon, (3) sausage links, sliced ham and pineapple

N.Y. Strip* (6oz.) and Eggs 9.40

Chopped Sirloin* (8oz.) and Eggs .5.85

Pork Chops (2) and Eggs 7.20

Hamburger Pattie* (1/3lb.) & Eggs 4.65

Omelettes

Made with three extra large eggs and served with american fries, toast and jelly. Egg Beaters ... add .60 / Cheese ... add .50 / Additional Items ... add .50

Plain Omelette 3.95

Cheese Omelette 4.45

Spinach Omelette 4.90

Ham Omelette 4.95

Bacon Omelette 4.95

Sausage Omelette 4.95

Western Omelette 5.15

Mushroom Omelette 5.00

Salami Omelette 5.00

Corned Beef Omelette 5.25

Feta Cheese Omelette 5.25

Gyros Omelette 5.25

Gyros & Feta Cheese Omelette .5.75

Greek Omelette 5.75

with feta cheese, chopped onions, green peppers, and tomatoes

Farmer's Omelette 5.95

with ham, onions, green peppers, american cheese, and american fries wrapped in three eggs

House Omelette 5.70

with chunks of bacon, sausage, ham, green peppers and onions

Broccoli Omelette 4.90

chunks of fresh broccoli

Vegetarian Omelette 5.35

with mushrooms, onions, green peppers, tomatoes and fresh broccoli

Waffles



(only served until 11 a.m.)

Plain Belgian Waffle 3.45

Belgian Waffle with Two Eggs* .4.45

Belgian Waffle with Ham, Bacon or Sausage 5.45

Belgian Waffle a la Mode 5.00

served with ice cream and whipped cream

Belgian Waffle w/Fruit Topping .5.10

served with apple, blueberry, or strawberry topping and whipped cream

Fruit Juices



Orange Juice 1.50

Tomato Juice 1.50

Apple Juice 1.50

OFF THE GRIDDLE

Pancakes 3.30

six large golden brown pancakes stacked high

Silver Dollar Pancakes 3.30

Pancakes with Two Eggs* 4.30

Pancakes with Ham, Bacon or Sausage 5.25

Pancakes with Fruit Topping ... 4.95

served with apple, blueberry or strawberry topping and whipped cream

French Toast 3.30

French Toast with Two Eggs* ... 4.30

French Toast with Ham, Bacon or Sausage 5.25

(for french toast made with egg beaters ... add .60)

Side Orders

Bacon 2.00

Ham 2.00

Sausage Links 2.00

Canadian Bacon 2.25

Sausage Patties ... 2.50

Corned Beef Hash 2.75

Assorted Cereals

and Milk 2.00

Toast and jelly ... 1.30

English Muffin ... 1.55



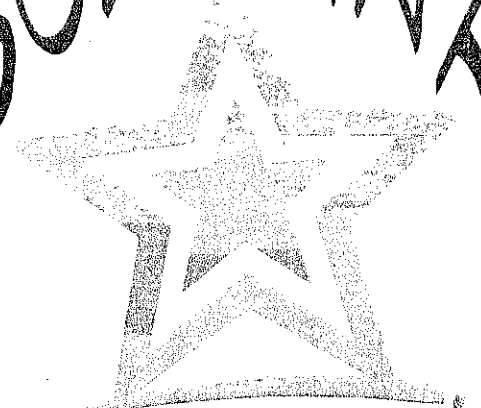
Oatmeal 2.25

Danish Roll .. 1.75

Plain Bagel ... 1.55

Bagel w/ Cream Cheese .2.25

GOLD STAR



FINE FOODS

Family Restaurant

650 S. Rochester Rd. Rochester Hills, MI 48307
(248) 652-2478

SORRY - NO PERSONAL CHECKS

NOTICE: *Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness.
*Cooked to order upon request.



Appetizers

- Mozzarella Cheese Sticks 4.00
- Fried Mushrooms 3.25
- Chicken Strips (4pc) 3.80
- Chicken Wings (6pc) 4.20
- Onion Rings 2.65



HOMEMADE Soups

- Chicken Noodle Soup ... Cup 1.75/Bowl 2.20
- Soup Du Jour Cup 1.75/Bowl 2.20



Salads

Salads served with your choice of bread basket or pita bread

The Classic Greek Salad - Md. 5.45 / Lg. 6.25
select greens and tomatoes topped with cucumbers, olives, onions, green peppers, pepperoncinis, beets, feta cheese, served with our own house dressing

Club Salad Md. 5.45 / Lg. 6.25
crisp mixed greens and tomato wedges topped with julienne of turkey, bacon, and hard boiled egg, served with your choice of dressing

Julienne Salad Md. 5.45 / Lg. 6.25
tossed greens, julienne of turkey breast, ham, swiss and american cheese, tomatoes, hard boiled egg, and your choice of dressing

Antipasto Salad Md. 5.45 / Lg. 6.25
roasted greens, ham, salami, mozzarella cheese, olives, pepperoncinis, hard boiled egg & your choice of dressing

Chef's Salad Md. 5.45 / Lg. 6.25
fresh greens topped with diced ham and Asiago cheese, garnished with black olives & tomato wedges

- Dinner Salad 2.10
- Sliced Tomatoes 2.10
- Mini Greek Salad w/Pita 4.50
- Mini Julienne Salad w/Pita 4.50
- Cole Slaw 1.75
- Dinner Size Greek Salad 3.10

Paul's Village Salad (no lettuce) 6.90
fresh tomatoes, cucumbers, onions, olives and green peppers, topped with feta cheese and chopped gyros meat. Seasoned with greekian spices and served with a lemon wedge and vinegar and oil.

Country Salad 6.50
select greens and tomato wedges topped with diced chicken strips, american cheese, hard boiled egg, and your choice of dressing

Grilled Chicken Breast Salad 6.90
marinated chicken breast, tomatoes, onions, green peppers, and olives served over crisp mixed greens

Tuna Salad Bowl 6.50
a hearty scoop of tuna salad, hard boiled egg, and tomato wedges, served on tossed salad

Tuna Fish Salad Plate 5.85
a generous scoop of tuna salad garnished with hard boiled eggs, cucumber slices, and sliced tomatoes, all served on a bed of crisp lettuce

Greek Specialties

Served with a cup of soup

Gyros Plate Dinner 7.25
sliced gyros meat served on pita bread with onions, tomatoes, tzatziki sauce, and your choice of fries or rice pita!

Charbroiled Shish Kabob 7.55
marinated to perfection and served with a special salad, pita bread, and your choice of fries or rice pita!

Charbroiled Double Shish Kabob 9.75
two shish kabob skewers served with a special salad, pita bread, and your choice of fries or rice pita!

Charbroiled Chicken Kabob 7.55
marinated and served with a special salad, pita bread, and your choice of fries or rice pita!

Charbroiled Double Chicken Kabob 9.75
two chicken kabob skewers served with a special salad, pita bread, and your choice of fries or rice pita!

Charbroiled Shish and Chicken Kabob Combination 9.75
served with a special salad, pita bread, and your choice of fries or rice pita!

Shish or Chicken Kabob and Gyros Combination 9.75
served with a special salad, pita bread, and your choice of fries or rice pita!

Spinach Pie 7.40
thin layers of strudel filled with fresh leaf spinach, feta cheese, eggs, and spices, served with rice pita, salad and bread basket

Moussaka (Baked Eggplant) 7.90
layers of eggplant and ground meat with parmesan cheese, eggs, milk, and seasonings, served with rice pita, salad and bread basket

Pastitsa (Baked Macaroni) 7.90
ground meat mixed with macaroni, parmesan cheese, eggs, milk, and seasonings, served with rice pita, salad and bread basket

Grecian Style London Broil (cooked to order)* 8.55
served with mushroom gravy (if you like), salad, your choice of potato, and bread basket

Grecian Style Charbroiled Chicken 7.30
served with salad, your choice of potatoes or rice pita and bread basket



Steaks & Chops

Charbroiled N.Y. Strip Sirloin Steak (12oz. cooked to order)* 11.50

tender and juicy, served with salad, your choice of potato, and bread basket

Charbroiled N.Y. Strip Steak Sandwich (6oz. cooked to order)* 9.50

served with salad, your choice of potato, and bread basket

Charbroiled N.Y. Strip Steak and Shrimp Combo (cooked to order)* 11.50

three jumbo shrimp and 6 oz. N.Y. strip served with salad, your choice of potato, and bread basket

Charbroiled Center Cut Pork Chops (15 oz.) 9.15

three pork chops served greekian style (if you like), with salad, your choice of potato, and bread basket



Seafood

Served with a cup of soup, cole slaw or salad, choice of potato, and bread basket

Fish Specialty 8.45
the finest Icelandic cod dipped in our own special batter and deep fried, served with lemon and tartar sauce

Fried Deep Sea Scallops 8.00
served with lemon and tartar sauce

Fried Lake Perch 9.50
served with lemon and tartar sauce

Fried Jumbo Shrimp 8.95
served with lemon and cocktail sauce

Shrimp Basket 7.00
served with lemon and cocktail sauce

Fried Clams 6.85
served with lemon and tartar sauce

Fried Smelt 6.65
served with lemon and tartar sauce

Fisherman's Platter 9.95
a combination of two pieces of each of the following: fish, perch, scallops, shrimp, and smelt, served with tartar sauce, cocktail sauce and lemon

Sam's Fish 8.45
grilled Grecian style Icelandic cod prepared and served just the way Sam likes it.



Chef's Suggestions

Dinners include cup of soup, salad and a bread basket

Baby Beef Liver 6.75
served with bacon or sauteed onions and your choice of potato (cooked to order)*

(served with both bacon and onions ... add .90)

Baked Meat loaf 6.95
served with mushroom gravy, and your choice of potato

Baked Sugar Cured Ham 7.25
served with your choice of potato

Roast Sirloin of Beef* 7.40
served with au jus and your choice of potato

Breaded Veal Cutlets 6.95
served with brown gravy, and your choice of potato

Breaded Pork Tenderloin 7.80
served with brown gravy, and your choice of potato

1/2 Fried Spring Chicken 7.15
served with your choice of potato

1/2 Bar-B-Q Chicken 7.30

Charbroiled Chopped Steak 7.80
12 oz. served with mushroom gravy and your choice of potato (cooked to order)*

Charbroiled Hamburger Steak 7.50
12 oz. served with bacon or sauteed onions and your choice of potato (cooked to order)*

(served with both bacon and onions ... add .80)

Marinated Boneless Breast of Chicken 7.40
served with your choice of potato or rice pita!

Chicken Strips 6.85
served with french fries

Wing Dings 6.85
served with french fries

Chicken Stir-Fry 7.60
served on a bed of rice

Vegetable Stir-Fry 6.40
served on a bed of rice

Italian

Served with a cup of soup, cole slaw or salad, and bread basket

Spaghetti with Meat Sauce 6.50

Ravioli with Meat Sauce 6.75

Mostaccioli with Meat Sauce 6.50
(with mushrooms ... add .80)

Steak Siciliano 9.85
served with spaghetti or rice.

Chicken Siciliano 7.75
served with spaghetti or rice.

Homemade Lasagna w/Meat Sauce 7.90

Veal Parmesan 7.40
served with spaghetti, topped with mozzarella cheese and meat sauce

Chicken Breast Parmesan 7.50
served with spaghetti, topped with mozzarella cheese and meat sauce



Sandwiches

Grilled Cheese 3.15

Grilled Ham and Cheese 4.61

Fried Egg with Ham or Bacon 4.21

Western Sandwich 4.11

Turkey Melt 5.01

Corned Beef on Rye 4.61

Reuben 5.81

Tuna Melt on Rye 5.01

Patty Melt* on Rye 4.51

Grilled Chicken on a Bun 4.81

Fish Sandwich 5.51

BLT Classic 4.61

Club House Sandwich 5.41
a combination of your choice of either ham, turkey or both with lettuce and tomato

Pitas

Gyros Sandwich 4.61
sliced gyros meat rolled in a pita with onions, tomatoes and tzatziki sauce

Chicken Gyros 4.81
sliced grilled chicken breast rolled in a pita with tomatoes, onions, and tzatziki sauce

Turkey 4.6
a generous portion of fresh sliced turkey with lettuce and tomato

Ham 4.6
layers of thinly sliced ham with lettuce & tomato

Beef 4.9
thinly sliced roast beef with lettuce and tomato

Tuna Salad Pita 4.6
with lettuce and tomato

Vegetarian Pita 4.5
chopped lettuce, tomatoes, cucumbers, green peppers and onions topped with feta cheese and served with our special sauce

Beef Burgers

Hamburger 3.4

Cheeseburger 3.6

Bacon Hamburger 4.0

Bacon Cheeseburger 4.2

Mushroom Hamburger 4.0

Mushroom Swissburger 4.2

All our burgers are 1/3 lb. ground cooked to order served on sesame seed bun with lettuce, tomato and pickle

All above sandwiches or burgers may be served Deluxe! Includes rice or french fries and choice of cole slaw or cup of soup (additional 1.50)

Hot Sandwiches

Served with mashed potatoes

Hot Roast Beef 5.9

Hot Baked Ham 5.8

Hot Juicy Hamburger 5.7

Hot Meat loaf 5.7

Hot Veal Cutlet 5.6

NOTICE: *Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness. *Cooked to order upon request.



innovative by nature

Bryan K. Barnett
Mayor

February 9, 2012

City Council

Ravi Yalamanchi
District 1

Adam Kochenderfer
District 2

Greg Hooper
District 3

Nathan Klomp
District 4

James Rosen
At-Large

Mark Tisdal
At-Large

Michael Webber
At-Large

Gold Star Family Restaurant
650 S. Rochester Rd.
Rochester Hills, MI 48307

Re: Site Plan
Project Address: 650 S. Rochester Rd

Dear Mr. Harris:

The City of Rochester Hills Building Department has received your request for a copy of your site plan. We regret to inform you that after searching our records one could not be located.

If you have any other questions regarding this matter please contact our office at (248) 656-4615. Office hours are 8:00 am to 5:00 p.m., Monday through Friday.

Sincerely,

BUILDING DEPARTMENT

Kelly M. Winters, C.B.O.
Deputy Director



Fire Department
Ronald Crowell, Fire Chief

MAY 10 2012

From: Todd Gary, Fire Marshall
To: Jane Leslie, City Clerk
Date: May 10, 2012
Re: Liquor Inspection

Please be advised the Fire Department has no objections to the issuance of a Class C liquor license to Gold Star Restaurant at 650 S. Rochester Rd.

If you should have any questions, please feel free to contact me.

TMG/aj



Jane Leslie <lesliej@rochesterhills.org>

Gold Star Restaurant - Class C Inspections

3 messages

Jane Leslie <lesliej@rochesterhills.org>

Thu, Jun 14, 2012 at 3:03 PM

To: Scott Cope <copec@rochesterhills.org>, Kelly Winters <wintersk@rochesterhills.org>

Good Afternoon,

I sent the application packet up for Gold Star on about 5/1 regarding liquor license inspections and review. I haven't had a response and wondered if those inspections had been conducted? The Liquor License Technical Review Committee is meeting with applicants on 6/25 and I was hoping to have an updated report for them. Please advise.

Thanks very much,

 Jane Leslie, CMC
 City Clerk
 City of Rochester Hills
 1000 Rochester Hills Dr
 Rochester Hills, MI 48309
 248-841-2461
 lesliej@rochesterhills.org

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 Scott Cope <copec@rochesterhills.org>

Thu, Jun 14, 2012 at 3:25 PM

To: Jane Leslie <lesliej@rochesterhills.org>

Cc: Kelly Winters <wintersk@rochesterhills.org>

Hi Jané,

The liquor inspection was approved on May 17th. We are all set on the Building Department end of things.

Scott:)

[Quoted text hidden]

[Quoted text hidden]

 This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the originator of the message. Any views expressed in this message are those of the individual sender.
 #rhnmail#

 Scott A. Cope C.B.O.
 Director of Building/Ordinance Compliance/Facilities
 City of Rochester Hills
 1000 Rochester Hills Dr.
 Rochester Hills, MI 48309
 Phone: 248.841.2445
 Fax: 248.656.4623

www.rochesterhills.org

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#rhtml#

Jane Leslie <lesliej@rochesterhills.org>
To: Scott Cope <cofes@rochesterhills.org>

Thu, Jun 14, 2012 at 5:42 PM

Thanks, Scott
[Quoted text hidden]



Application for New Licenses, Permits, or Transfer of Ownership or Interest in License
(Retail License Applicants)

Part 1 - Please answer both questions below (if you are requesting a license as a part of your application)

Are you requesting a new license as a part of your application? Yes No (If yes, cashier is instructed to use fee code 4012)
 Are you transferring an existing license as a part of your application? Yes No (If yes, cashier is instructed to use fee code 4034)
 If you answer **yes** to **both** questions, which type of license is to be transferred? _____

Part 2 - Definitions

Off-premise licenses - Licenses that are issued for the type of business where alcoholic beverages are sold for consumption elsewhere, and where consumption on the premises is not allowed. There are two main types; SDD (spirits and mixed drink spirits) and SDM (beer and wine). Please check the appropriate box for your request. Note: Any additional transfer or license fees may be calculated and collected at a later date.

On-premise licenses - Licenses that are issued to allow alcoholic beverages to be sold, served and consumed on the premises. Note: Any additional transfer or license fees may be calculated and collected at a later date.

Part 3 - Inspection Fees (Check box applicable to your application)

Inspection fee - 1 license (4036) \$70.00 Inspection fee - 2 licenses (4036) \$140.00 Inspection fee - 3 licenses (4036) \$210.00

Part 4 - Transaction Information (Check boxes applicable to your application)

New license Transfer stock/interest Add/Drop space Transfer location Transfer classification Change status (self incorporation)
 New permit Transfer ownership Transfer limited partnership interest Other _____

Name(s) of current licensee: _____

Current licensed address: _____

Part 5 - License Types and Permits (Check boxes applicable to your application)

MCL 436.1525(1) provides that license fees shall be paid at the time of filing applications. (All checks/money orders should be made payable to the State of Michigan)

| Off Premise License Type: | Base Fee: | Off Premise Permits: | Base Fee: |
|--|----------------|---|-------------|
| <input type="checkbox"/> SDM License | \$100.00 | <input type="checkbox"/> Sunday Sales Permit (AM) | \$160.00 |
| <input type="checkbox"/> SDD License | \$150.00 | <input type="checkbox"/> Sunday Sales Permit (PM) | \$22.50 |
| <input type="checkbox"/> Resort SDD License | Upon Licensure | <input type="checkbox"/> (Held with SDD license) | |
| <input type="checkbox"/> Transfer Resort SDD license | \$150.00 | <input type="checkbox"/> Catering Permit | \$100.00 |
| | | <input type="checkbox"/> Beer and Wine Sampling | No charge * |
| | | <input type="checkbox"/> Living Quarters | No charge * |
| <p><small>*Note: MCL 436.1529(5)(b) provides that an inspection fee shall not be required for the issuance of a new permit, or the transfer of an existing permit, if the permit is issued or transferred simultaneously with the issuance or transfer of a license or an interest in a license.</small></p> | | | |
| Off Premise Permission(s): | Base Fee: | | |
| <input type="checkbox"/> Off-premise Storage | No charge | | |
| <input type="checkbox"/> Direct Connection(s) | No charge | | |
| <input type="checkbox"/> Gas Pumps | No charge | | |



Application for New Licenses, Permits, or Transfer of Ownership or Interest in License
(Retail License Applicants)

Part 5 Continued - License Types and Permits (Check boxes applicable to your application)

| On Premise License Type: | Base Fee: | On Premise Permits: | Base Fee: |
|---|----------------|---|--------------------|
| <input type="checkbox"/> B-Hotel License | \$600.00 | <input type="checkbox"/> New Banquet Facility Permit | \$600.00 |
| <input type="checkbox"/> A-Hotel License | \$250.00 | <input checked="" type="checkbox"/> Sunday Sales Permit (AM) | \$160.00 |
| <input type="checkbox"/> Brewpub license | \$100.00 | <input type="checkbox"/> Sunday Sales Permit (PM) | 15% of license fee |
| <input checked="" type="checkbox"/> Class C License | \$600.00 | <input type="checkbox"/> Catering Permit | \$100.00 |
| <input type="checkbox"/> Club License | \$300.00 | <input type="checkbox"/> Outdoor Service | No charge * |
| <input type="checkbox"/> Resort License | Upon Licensure | <input type="checkbox"/> Entertainment Permit | No charge * |
| <input type="checkbox"/> Redevelopment License | Upon Licensure | <input type="checkbox"/> Dance Permit | No charge * |
| <input type="checkbox"/> Tavern License | \$250.00 | <input type="checkbox"/> Topless Activity Permit | No charge * |
| <input type="checkbox"/> G-1 License | \$1,000.00 | <input type="checkbox"/> Banquet Facility Permit | No charge * |
| <input type="checkbox"/> G-2 License | \$500.00 | <input type="checkbox"/> Living Quarters | No charge* |
| <input type="checkbox"/> Aircraft License | \$600.00 | <input type="checkbox"/> Specific Purpose Permit (list activity below): | No charge * |
| <input type="checkbox"/> Watercraft License | \$100.00 | Activity: _____ | |
| <input type="checkbox"/> Train | \$100.00 | <input type="checkbox"/> Extended Hours Permit (check type below): | No charge * |
| <input type="checkbox"/> Other (state below): | Upon Licensure | <input type="radio"/> Dance <input type="radio"/> Entertainment <input type="radio"/> Topless | |
| _____ | | <input type="checkbox"/> New Additional Bar Permit (s)** Indicate #: _____ | \$350.00 |

| On Premise Permission(s): | Base Fee: | |
|---|-----------|---|
| <input type="checkbox"/> Off-premise Storage | No charge | *Note: MCL 436.1529(5)(b) provides that an inspection fee shall not be required for the issuance of a new permit, or the transfer of an existing permit, if the permit is issued or transferred simultaneously with the issuance or transfer of a license or an interest in a license. **Note: \$350.00 is due for each additional bar requested. This fee must also be included when calculating the total amount due for Sunday Sales Permit (PM). |
| <input type="checkbox"/> Direct Connection(s) | No charge | |
| <input type="checkbox"/> Gas Pumps | No charge | |

Part 6 - Applicant Information

Name of entity/person that will hold the license: UNCLE SAM'S, INC dba GOLD STAR Family Restaurant.

- Corporations/Limited Liability Company(s) - State the name as it is filed with the State of Michigan Corporation Division and provide a copy of your articles.
- Corporations/Limited Liability Company(s) must provide a list of stockholders/members in Part 8 of this form.
- If your company has not filed with the State of Michigan, you must submit a copy of a filed certificate of authority to transact business in Michigan along with your application.

Street address of proposed licensed establishment: 650 S. ROCHESTER RD. Zip Code: 48307

City, Village: ROCHESTER HILLS Township: _____ County: OAKLAND

Contact person for your company: PAUL HARRIS

Business Phone: (248) 652-2478 Cell Phone: (248) 891-4866 E-mail address: goldstar650@att.net

Do you have an attorney that you would like us to contact? Yes - See below No

Attorney name and address: _____

Office Phone: _____ Cell Phone: _____ E-mail address: _____



**Application for New License, Permits, or Transfer of Ownership or Interest in License
 (Retail License Applicants)**

Part 7a - Name and Address

- Each stockholder/member/partner must complete Part 7b of the application.
 (For companies with multiple stockholders/members/partners, please make copies of this section for each individual to complete)
- Administrative rule R 436.1115 provides that an applicant for a license shall submit fingerprints and undergo investigation by the Commission. Fingerprints are not required for an applicant previously fingerprinted for a license with the Commission.
- Please attach the the fingerprint card and \$30.00 fee payable (for each card) to the State of Michigan and return them to the Lansing office of the Michigan Liquor Control Commission.

Name: PAUL SAM HARRIS
 Home address: 318 RIDGEWOOD RD.
 Business Phone: (248) 652-2478 Cell Phone: (248) 891-4866 E-mail address: goldstar650@att.net

Part 7b - Personal Information (Individuals)

Date of Birth: [REDACTED] 1966 Social Security Number: [REDACTED]

Are you a citizen of the United States of America? Yes No (If you answered "no", you will be asked to provide documentation to verify citizenship)

Have you ever legally changed your name? Yes No (If you are/were married remember to list your prior name(s) or during naturalization or court process.)

If you answered yes, please state your prior name(s) (including maiden): _____

Have you ever been arrested? Yes No If yes, list below (attach additional pages if necessary)

| Date | City/State | Charge | Disposition |
|------|------------|--------|-------------|
| | | | |

If you are currently married, what is your spouse's full name? DONNA MARIE HARRIS

Spouse's date of birth: [REDACTED] 1969 (first, middle, last)

Is your spouse a citizen of the United States of America? Yes No (If you answered "no", you will be asked to provide documentation to verify your spouse's citizenship)

Has your spouse ever been arrested? Yes No If yes, list below (attach additional pages if necessary)

| Date | City/State | Charge | Disposition |
|------|------------|--------|-------------|
| | | | |

Do you or your spouse hold any position, either by appointment or election, which involves the duty to enforce any penal law of the United States of America, or the penal laws of the State of Michigan, or any penal ordinance or resolution of any municipal subdivisions of the State of Michigan (civil defense volunteer policeman, mayors, village presidents, and members of city councils are not considered to be law enforcement officers).

Yes No

Do you or your spouse hold any class of license for the manufacture or sale of alcoholic beverages at wholesale in Michigan?

Yes No

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing false or fraudulent information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

5/29/12 Date PAUL HARRIS Individual, print name [Signature] Individual signature



Application for New Licenses, Permits, or Transfer of Ownership or Interest in License
(Retail License Applicants)

Part 8 - Report of Stockholders/Members/Limited Partners

Corporations - Please complete this section and attach more copies of this page if more room is needed.

| Name and Address of all Stockholders: | Total Number of Shares Held: |
|---|------------------------------|
| PAUL SAM HARRIS 318 RIDGEWOOD RD. ROCHESTER, MI 48306 | 1,000 |
| | |
| | |
| | |

| Name and address of Corporate Officers and Directors, pursuant to administrative rule R 436.1109 | | |
|--|--|-----------|
| PAUL SAM HARRIS | 318 RIDGEWOOD RD. ROCHESTER, MI 48306 | PRESIDENT |
| PAUL SAM HARRIS | | SECRETARY |
| PAUL SAM HARRIS | | TREASURER |
| | | |

What is the total number of shares that the corporation has issued to its stockholders? 1,000

Limited Liability Companies - Please complete this section and attach more copies of this page if more room is needed.

| Name and address of all members: | Total Percent (%) of interest held |
|----------------------------------|------------------------------------|
| | |
| | |
| | |
| | |

| Name and address of Managers and Assignees, pursuant to administrative rule R 436.1109 | |
|--|--|
| | |
| | |
| | |
| | |



Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
 Request ID: _____
 (For MLCC use only)

Local Government Approval
 (Authorized by MCL 436.1501)

Instructions for Applicants:

- Provide a copy of your Application for New Licenses, Permits, or Transfer of Ownership or Interest in License (form LCC-3011 for Retail or form LCC-3015 for Manufacturers and Wholesalers) to the local unit of government.

Instructions for Local Legislative Body:

- Complete this resolution, or provide a resolution, a letter of certification from the clerk, or minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
 (regular or special) (township, city, village)
 called to order by _____ on _____ at _____
 (date) (time)
 the following resolution was offered:

Moved by _____ and supported by _____
 that the application from Uncle Sam's, Inc. dba Gold Star Family Restaurant
 (name of applicant)
 for the following license(s): CLASS C
 (e.g. Class C, Tavern, B-Hotel, Micro Brewer)

and the following permits, if applied for: Dance Permit Entertainment Permit Topless Activity Permit
 Extended Hours Dance Permit Hours Required: _____
 Extended Hours Entertainment Permit Hours Required: _____

to be located at 650 S Rochester Rd Rochester Hills, MI 48307
 be considered for _____
 (approval or disapproval)

| | |
|-----------------|--------------------|
| Approval | Disapproval |
| Yeas: _____ | Yeas: _____ |
| Nays: _____ | Nays: _____ |
| Absent: _____ | Absent: _____ |

It is the consensus of this body that it _____ this application be considered for
 (recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

I hereby certify that the foregoing is true and is a complete copy of th resolution offered and adopted by the _____
 council/board at a _____ meeting held on _____ (township, city, village)
 (regular or special) (date)

Name and title of authorized officer (please print): PAUL HARRIS, Pres.
 Signature and date of authorized clerk: _____
 Phone number and e-mail of authorized officer: (248) 652-2478 / goldstar650@att.net

Administrative rule R 436.1105(2) provides that the Commission shall consider all of the following factors in determining whether an applicant may be issued a license or permit:

- (a) The applicant's management experience in the alcoholic liquor business.
- (b) The applicant's general management experience.
- (c) The applicant's general business reputation.
- (d) The opinions of the local residents, local legislative body, or local law enforcement agency with regard to the proposed business.
- (e) The applicant's moral character.
- (f) The order in which the competing initial application forms are submitted to the commission; however, this subdivision shall not apply to an application for a resort license authorized by section 531 of 1998 PA 58, MCL 436.1531.
- (g) Past convictions of the applicant for any of the following:
 - (i) A felony.
 - (ii) A crime involving the excessive use of alcoholic liquor.
 - (iii) A crime involving any of the following:
 - (a) Gambling.
 - (b) Prostitution.
 - (c) Weapons.
 - (d) Violence.
 - (e) Tax evasion.
 - (f) Fraudulent activity.
 - (g) Controlled substances
 - (iv) A misdemeanor of such a nature that it may impair the ability of the applicant to operate a licensed business in a safe and competent manner.
 - (v) Sentencing for any of the offenses specified in this subrule after a plea of nolo contendere.
- (h) The applicant's excessive use of alcoholic liquor.
- (i) The effects that the issuance of a license would have on the economic development of the area.
- (j) The effects that the issuance of a license would have on the health, welfare, and safety of the general public.

Part 3 - Recommendation

Do you have any concerns about the applicant, under this rule, at this time? Yes No

If you answered yes, please provide an explanation on this form, or attach a separate page if more space is needed.

Are the permits requested by the applicant recommended by your department at this time? Yes No

If you answered no, please provide an explanation as to why your department does not recommend this application.
(List your reasons on this form, or attach a separate sheet if more space is needed.)

Name of law enforcement agency: _____

Name and title of approving officer (please print): _____

Signature and date of approving officer: _____

Phone number and e-mail of approving officer: _____